

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA

NOV - 1 2010

FRITSCH USA, INC.
216 Little Falls Road,
Cedar Grove, NJ 07009

Plaintiff,

v.

FEDERAL BAKERS USA LLC,
45201 Global Plaza
Sterling, Virginia 20166

Defendant.

Docket No.

1:10CV1237 TSE/IDD

COMPLAINT

Plaintiff Fritsch USA, Inc., by its undersigned attorneys, brings this action against defendant Federal Bakers USA LLC and avers as follows:

PARTIES

1. Plaintiff Fritsch USA, Inc. ("Fritsch") is a New Jersey corporation with a principal place of business located at 216 Little Falls Road, Cedar Grove, New Jersey 07009.
2. Upon information and belief, defendant Federal Bakers USA LLC ("Federal") is a Delaware limited liability company with a principal place of business located at 45201 Global Plaza, Sterling, Virginia 20166.

JURISDICTION AND VENUE

3. This Court possesses subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1) in that the amount in controversy exceeds \$75,000 exclusive of interest and costs and the parties are citizens of different states.
4. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(a) & 1391(c) in that the defendant resides in this judicial district.

FACTS

5. Fritsch designs and manufactures high-quality, high-performance bakery machines and equipment for use in the commercial production of baked goods.
6. Federal is a wholesale baker and marketer of both fresh and frozen baked goods throughout the United States.
7. In order to prepare and sell its product line, Federal made a series of purchases of bakery equipment from Fritsch in late-2006 and early 2007.
8. At the time of each of these purchases, Fritsch promptly invoiced Federal for monies due thereunder.
9. On November 2, 2006, Fritsch issued Invoice No. 2340 to Federal in the amount of \$6,000; this invoice was neither paid nor disputed. *See* Invoice No. 2340, a true and correct copy of which is attached hereto as Exhibit A.
10. On November 16, 2006, Fritsch issued Invoice No. 2421 to Federal in the amount of \$288,400; this invoice was neither paid nor disputed. *See* Invoice No. 2421, a true and correct copy of which is attached hereto as Exhibit B.
11. On November 21, 2006, Fritsch issued Invoice No. 2383 to Federal in the amount of \$44,130, of which Federal paid \$36,000, leaving a net unpaid amount of \$8,130. The remainder of this invoice was neither paid nor disputed. *See* Invoice No. 2383, a true and correct copy of which is attached hereto as Exhibit C.
12. On December 29, 2006, Fritsch issued Invoice No. 2386 to Federal in the amount of \$4,000; this invoice was neither paid nor disputed. *See* Invoice No. 2386, a true and correct copy of which is attached hereto as Exhibit D.

13. On January 9, 2007, Fritsch issued Invoice No. 2452 to Federal in the amount of \$15,850; this invoice was neither paid nor disputed. *See* Invoice No. 2452, a true and correct copy of which is attached hereto as Exhibit E.

14. Each of the invoices referenced herein was due within 30 days of receipt. *See* Fritsch Standard Terms and Conditions of Sale, a true and correct copy of which is attached hereto as Exhibit F.

15. Federal's account with Fritsch is currently in arrears in excess of \$300,000.

COUNT I – BREACH OF CONTRACT

16. The allegations set forth in paragraphs 1 through 15 are incorporated herein as if fully set forth.

17. Federal and Fritsch had an agreement whereby Fritsch would supply Federal with goods in exchange for an agreed-upon financial remuneration.

18. Fritsch fully performed its obligations under the agreement by delivering and installing all purchased goods at Federal's plant.

19. In conformity with the parties' agreement, Federal was billed for a series of orders placed by it with Fritsch.

20. Under the terms of the invoices by which Federal was billed, it was obligated to pay the invoices with thirty days of receipt.

21. Federal failed to make full payment in accordance with the terms of the relevant invoices.

22. Furthermore, Federal failed to pay all agreed-upon service charges on these overdue payments.

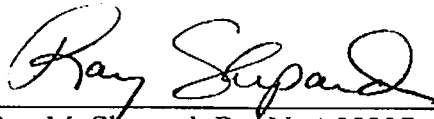
23. Accordingly, Federal has materially breached its agreement to pay for goods received from Fritsch.

24. Fritsch has been harmed as a result of Federal's breach of the parties' agreement, suffering monetary damages in excess of \$75,000.

WHEREFORE, Plaintiff respectfully requests that this Court award Fritsch all such relief as the Court deems just and proper, including compensatory and consequential damages, together with costs, including interest and attorneys' fees, according to law.

JURY DEMAND

Fritsch hereby demands a jury on all issues so triable.



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